

TOWN OF EAST HAMPTON

AGENDA REPORT

AGENDA ITEM: 5A

Item to be presented by: Nancy Hasselman

DATE: June 14, 2011
SUBJECT: Suspense List for Uncollectible Taxes
DEPARTMENT: Tax Office

RECOMMENDED ACTION

That the Town Council approve the attached suspense list and authorize the Tax Collector to transfer these uncollectible taxes to the suspense tax book.

BACKGROUND

The Tax Office has used every search engine available to locate the taxpayers on the suspense list and it is not cost effective to continue to pursue these uncollectible taxes.

The suspended taxes are still collectible however, it is necessary to put them in the suspense book and not incur further costs in trying to pursue collection.

ALTERNATIVE ACTIONS

Other direction as determined by Town Council.

FISCAL IMPACT

No further expenses incurred but if collected, they do come back from the suspense list.

TOWN OF EAST HAMPTON

AGENDA REPORT

AGENDA ITEM: 5B

Item to be presented by: Keith Hayden

DATE: June 14, 2011

SUBJECT: FY-2012 Road Improvement List

DEPARTMENT: Public Works

RECOMMENDED ACTION

Review and approve the attached list of roads to be repaired/rehabilitated as part of a 4-year bonding program. Once approved By Town Council the attached list will be filed with the Town Clerk.

BACKGROUND

The Public Works Department is requesting funds to repair/rehabilitate the roads on the attached list as part of a multi-year road program. Roads that show evidence of base failure will be reclaimed full depth and overlaid. Reclaiming has been used successfully to rehabilitate Haddam Neck Road, and portions of Flanders Road, Chestnut Hill Road and North Main Street. The roads to be reclaimed will have the pavement ground up and mixed with the existing sub-base to improve the sub-base and allow reshaping and regrading of the roadway surface. Roads that show surface distress but do not exhibit signs of base failure will be overlaid. Roads will be patched, leveled and or shimmed as necessary prior overlay. Drainage issues will be addressed and catch basin tops will be reset and replaced as necessary.

Since roadway deterioration rates can change and accelerate with time, the attached list may require modification to suit roadway conditions in the future.

ALTERNATIVE ACTIONS

As determined by Council.

FISCAL IMPACT

To be determined.

Town of East Hampton
Fiscal Year 2012 Road Improvement List

Road Name	From	To	Length	Year 1	Year 2	Year 3	Year 4	Treatment
LONG HILL RD NO	Route 151	Route 66	0.84	0.84				Full Depth Reclaim
OLD CHESTNUT HILL RD	Chestnut Hill Rd	Route 196	0.72	0.72				Full Depth Reclaim
SMITH ST	Route 16	Walnut Ave	0.91	0.91				Overlay
KNOWLES RD	Route 151	End	0.09	0.09				Overlay
BLACKSMITH HILL RD	Route 151	End	0.31	0.31				Overlay
SHAD ROW	Knowles Rd	Knowles Rd	0.08	0.08				Overlay
SHIPYARD RD	Route 151	End	0.33	0.33				Overlay
BATES DR	Route 151	End	0.15	0.15				Overlay
COUNTRY LA	White Birch Rd	Berkshire Dr	0.41	0.41				Full Depth Reclaim
GLENWOOD DR	Crestwood Dr.	End	0.13	0.13				Overlay
CRESTWOOD DR	Brewer Rd	Chapman Rd	0.45	0.45				Full Depth Reclaim
BIRCHWOOD RD	Brewer Rd	Elmwood Dr.	0.26	0.26				Overlay
FERNWOOD DR	Brewer Rd	Chapman Rd	0.44	0.44				Full Depth Reclaim
Yearly Totals				5.12				

Road Name	From	To	Length	Year 1	Year 2	Year 3	Year 4	Treatment
ALDEN'S CROSSING RD	Route 16	Long Crossing Rd	0.19		0.19			Full Depth Reclaim
LONG CROSSING RD	Route 66	End	0.65		0.65			Full Depth Reclaim
HOG HILL RD	Route 151	Terp Rd	1.9		1.9			Full Depth Reclaim
BROWNING DR	Route 66	Byron Rd	0.12		0.12			Overlay
WHITTIER RD	Mark Twain Dr.	Browning Dr.	0.23		0.23			Overlay
WORDSWORTH RD	Mark Twain Dr.	Browning Dr.	0.05		0.05			Overlay
MARK TWAIN DR	Old Marlborough Rd.	Hawthorne Rd.	0.17		0.17			Overlay
CHAUCEY RD	Stevenson Rd.	Emerson rd.	0.09		0.09			Overlay
HAWTHORNE RD	Emerson Rd.	Park Rd.	0.08		0.08			Overlay
EMERSON RD	Old Marlborough Rd.	Hawthorne Rd.	0.18		0.18			Overlay
BARRIE RD	Stevenson Rd.	Emerson rd.	0.07		0.07			Overlay
STEVENSON RD	Bryant Rd.	End	0.12		0.12			Overlay
BRYANT RD	Stevenson Rd.	Emerson rd.	0.12		0.12			Overlay
LAKE DR	Mott Hill Rd	White Birch Rd	0.93		0.93			Full Depth Reclaim
Yearly Totals					4.9			

Road Name	From	To	Length	Year 1	Year 2	Year 3	Year 4	Treatment
NORTH MAPLE ST	Route 66	End	0.62			0.62		Overlay
HURD PARK RD	Hurd Park	Town Line	0.69			0.69		Full Depth Reclaim
HOG HILL RD	Terp Rd	Route 16	0.84			0.84		Overlay
CANDLEWOOD DR	Lake Dr.	End	0.16			0.16		Overlay
SOUTH MAIN ST	Wopowog Rd	Route 16	0.69			0.69		Overlay
CHEROKEE TR	Wangonk Tr.	Namonee Tr.	0.05			0.05		Overlay
SEMINOLE TR	Wangonk Tr.	Lake Dr.	0.15			0.15		Overlay
MOHICAN TR	Wangonk Tr.	Lake Dr.	0.13			0.13		Overlay
NAMONEE TR	Wangonk Tr.	Mohawk Tr.	0.26			0.26		Overlay
SOUTH WANGONK TR	Wangonk Tr.	End	0.11			0.11		Overlay
WANGONK TR	Mohican Tr.	Namonee Tr.	0.25			0.25		Overlay
MINNETONKA TR	Wangonk Tr.	Namonee Tr.	0.1			0.1		Overlay
MOHAWK TR	Wangonk Tr.	Lake Dr.	0.17			0.17		Overlay
NAVAJO TR	Namonee Tr.	End	0.09			0.09		Overlay
PRINCESS POCOTOPAUG TR	Route 66	Namonee Tr.	0.15			0.15		Overlay
SEQUONIA TR	Namonee Tr.	Namonee Tr.	0.08			0.08		Overlay
TERP RD	Hog Hill Rd.	End	0.49			0.49		Overlay
BAY RD	Spellman's Point Rd.	End	0.38			0.38		Overlay
Yearly Totals						5.41		

Road Name	From	To	Length	Year 1	Year 2	Year 3	Year 4	Treatment
SPELLMAN'S POINT RD	Lake Dr.	Bay Rd	0.4				0.4	Full Depth Reclaim
COLLIE BROOK RD	Wopowog Rd	Tartia Rd.	1.35				1.35	Full Depth Reclaim
CRESCENT ST	Barton Hill Rd	End	0.17				0.17	Overlay
LAKE BLVD	Woodland St.	North Main St.	0.16				0.16	Overlay
ELLIS RD	Barbara Ave.	End	0.07				0.07	Overlay
BELLEVUE ST	Barbara Ave.	Lake Blvd.	0.07				0.07	Overlay
BOBBYS RD	North Main St.	End	0.08				0.08	Overlay
BARBARA AV	North Main St.	Ellis Rd	0.18				0.18	Overlay
MYRTLE RD	Barbara Ave.	End	0.09				0.09	Overlay
WOODLAND ST	Barbara Ave.	End	0.08				0.08	Overlay
KEIGHLEY POND RD	Route 151	Route 66	0.45				0.45	Overlay
DEPOT HILL RD	Route 66	Gadpouch Rd	0.89				0.89	Overlay
							3.99	

AGENDA
ITEM # 5C

D'Aquila Law Offices, LLC
100 Riverview Center Suite 205
Middletown, CT 06457
Telephone: (860) 704-0290
Facsimile: (860) 704-0545

June 9, 2011

John Weichsel, Interim Town Manager (via fax 860-267-1027 and U.S. mail)
Town of East Hampton
20 East High Street
East Hampton, CT 06424

Re: Purchase of Young Street (14/31/10E) from Lee W. Taylor
Our File No. 2666-200

Dear Interim Town Manager John Weichsel:

Per your request, enclosed please find a draft of a proposed Right of First Refusal for the Town's potential purchase of the property on Young Street owned by Lee W. Taylor and known as Assessor's Map 14/Block 31/Lot 10E.

There must be some consideration for the Town's obtaining the Right of First Refusal, so quite arbitrarily, I selected the amount of \$100.00. This can be changed when we know what amount is being requested by the owner.

As you will note, I have drafted the document to require the owner to alert the Town in two events. The "First Alternative" is simply if he elects to sell the premises – he must first offer to sell the premises to the Town at the stated amount and upon the stated terms. If the Town does not accept the offer, then the owner can sell the premises upon the same terms.

The "Second Alternative" applies if the owner receives a bona fide offer from a third party. In this event, he must notify the Town and offer the Town the opportunity to purchase the premises upon the same terms and price as contained within the offer.

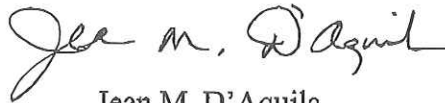
In either case, the Town has 120 days to accept or reject the owner's offer. This length of time is necessary because a number of Town approvals will have to be obtained before the Town can decide whether to accept or reject the offer, including PZC review under C.G.S. Section 8-24, Board of Finance approval under Charter Section 4.1, Town Council approval and Town Meeting approval under Charter Section 4.1.

A Right of First Refusal has a specific term limit. I arbitrarily selected a five-year term to expire on June 30, 2016. This can be changed.

Finally, I drafted the enclosed such that, should the Town elect to accept the owner's offer (because it has received all of the approvals necessary), then it must close within 90 days of accepting the offer.

Please let me know if you have any questions. Thank you.

Very truly yours,

A handwritten signature in cursive script, reading "Jean M. D'Aquila".

Jean M. D'Aquila

JMD/ser
Enclosure

GRANT OF RIGHT OF FIRST
REFUSAL TO PURCHASE REAL PROPERTY

THIS AGREEMENT entered into as of the ____ day of June 2011 by and between **Lee W. Taylor**, of the Town of East Hampton, County of Middlesex and State of Connecticut, hereinafter referred to as "Grantor", who owns the premises situated on Young Street and known as East Hampton Assessor's Map 14 Block 31 Lot 10E, in the Town of East Hampton, County of Middlesex and State of Connecticut, which premises are more fully described on Schedule A which is attached hereto and made a part hereof, hereinafter referred to as the "premises", and the **Town of East Hampton**, a municipal corporation organized and existing under the laws of the State of Connecticut and located in the County of Middlesex and State of Connecticut, hereinafter referred to as "Grantee";

WITNESSETH:

WHEREAS, the Grantee is desirous of obtaining the right of first refusal to purchase the premises described on Schedule A; and

WHEREAS, the Grantor is desirous of granting said right of first refusal;

WHEREAS, the parties wish to set forth their agreement concerning said right of first refusal in writing;

NOW THEREFORE, for the sum of One Hundred Dollars (\$100.00) and other valuable consideration paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged by the Grantor, the parties agree as follows:

1. First Alternative. If the Grantor should decide to sell the premises, he shall first offer same to the Grantee by means of a written offer mailed to the Grantee by certified mail to representatives of Grantee at the addresses hereafter provided. Such written offer shall set

forth the sales price and the proposed terms of sale. The Grantee shall either accept or reject such offer to sell, in writing within one hundred twenty (120) days of receipt of same. If the Grantee shall not exercise its right of first refusal within such one hundred twenty (120) day period, then the Grantor shall be free to sell the premises to a third party, upon the same terms and for the same purchase price, subject, however, to the provisions of the Second Alternative, which follows.

2. Second Alternative. Should the Grantor receive from a third party a bona fide offer to purchase the premises, he shall so notify the Grantee in writing by certified mail to representatives of Grantee at the addresses hereafter provided, of the fact of such offer and shall furnish the Grantee with a written copy of said offer setting forth the terms of such offer, including the offered purchase price. Thereupon, the Grantee shall have one hundred twenty (120) days from the date of receipt of such notice and written offer in which to exercise its right of first refusal to purchase the premises upon the same terms and for the offered purchase price. If the Grantee does not exercise its right of first refusal by written notice delivered to the Grantor within said one hundred twenty (120) day period, the Grantor shall then have the right to sell the premises to the third party offeror, upon the same terms set forth in the written offer and for the same offered sales price, without the need of any release of the right of first refusal. However, if there is any change in the terms and in the offered sales price, then the premises must be re-offered to the Grantee under the revised terms and/or sales price as set forth in this Second Alternative.

3. Closing. In the event that the Grantee shall exercise its right of first refusal to purchase the premises, either pursuant to the First Alternative, or pursuant to the Second Alternative, then the closing for the conveyance of title shall take place within ninety (90) days

of the exercise of such right of first refusal by the Grantee. At such closing, the Grantor shall convey marketable and insurable title to the premises to the Grantor, free and clear of all encumbrances, by Warranty Deed.

4. Consideration Non-Refundable. The consideration for this right of first refusal (\$100.00) is hereby declared to be non-refundable, except that it shall be credited against the sales price in the event that the Grantee exercises its right of first refusal.

5. Binding Effect. The parties hereby declare the within granted right of first refusal to be an ongoing and continuing right of first refusal which shall be binding upon the Grantor, his heirs, executors, administrators and assigns, and shall inure to the benefit of the Grantee and its successors and assigns. Provided, however, that the term of this right of first refusal shall automatically expire and terminate at such time as the Grantee may exercise the within granted right of first refusal and title is conveyed to the Grantee pursuant thereto, or **June 30, 2016**, whichever is the first to occur.

6. Notice. Any and all notices given pursuant to this Grant of Right of First Refusal shall be in writing, and dispatched by certified mail, postage prepaid, and shall be addressed to:

Grantee:	Town Manager Town of East Hampton 20 East High Street East Hampton, CT 06424	and	Town Clerk Town of East Hampton 20 East High Street East Hampton, CT 06424
Grantor:	Lee W. Taylor 15 Old Young Street East Hampton, CT 06424		

The addresses given above may be changed by a notice which complies with the terms of this paragraph.

7. Gender. Whenever used, and as the context may require, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. Severability. If any term or provision or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Grant, or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Grant shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above mentioned.

Signed, sealed and delivered
In the presence of:

Lee W. Taylor, Grantor L.S.

The Town of East Hampton, Grantee L.S.
By John Weichsel
Its Interim Town Manager
Duly Authorized

STATE OF CONNECTICUT:

June __, 2011

: ss. East Hampton

COUNTY OF MIDDLESEX :

Personally appeared, Lee W. Taylor, Signer and Sealer of the foregoing Instrument and acknowledged the same to be his free act and deed, before me.

Commissioner of Superior Court
Notary Public

STATE OF CONNECTICUT:

June __, 2011

: ss. East Hampton

COUNTY OF MIDDLESEX :

Before me, the undersigned officer, personally appeared John Weichsel, who acknowledged being the Interim Town Manager of the Town of East Hampton, a Connecticut municipal corporation, and that acting as such Interim Town Manager, being authorized so to do, executed the foregoing instrument and acknowledged the same to be his free act and the free act and deed of the Town of East Hampton.

Commissioner of Superior Court
Notary Public

SCHEDULE A

All that certain piece or parcel of land located on Young Street within the Town of East Hampton, County of Middlesex and State of Connecticut and known as East Hampton Assessor's Map 14 Block 31 Lot 10E, and containing approximately 1.25 acres, and being a portion of the premises described in a certain deed in and to Lee W. Taylor recorded on August 24, 1978 in Volume 141 at Page 164 of the East Hampton Land Records as hereafter follows:

PROPERTY DESCRIPTION

a certain piece or parcel of land situated in said Town of East Hampton, bounded and described as follows, to wit:

Beginning at a Highway boundary stone set about sixty feet and nine inches Westerly on the North wall of Young Street Cemetery (as indicated on Connecticut State Highway Department Right of Way Map, Town of East Hampton, Young Street from Haddam Town Line Northerly, Route 196, Map #41-14 and Sheet 4 of 7) the line runs Northerly along Highway boundary line on Conn. Route #196 for a distance of four hundred (400) feet more or less to a bound pin set at the Southeasterly corner of land owned by Thomas S. Brown, thence Westerly along line of old stone wall and that line extended to bound of Minnie M. Taylor's property, Thence Southeasterly and Easterly along said bound of Minnie M. Taylor's property to the Northwesterly corner of property owned by David Preston, Jr., continuing Easterly along northern boundary of said David Preston, Jr.'s property to town Road known as Old Young Street; thence Northerly along said Town Road to South-easterly corner of Young Street Cemetery; thence Westerly, Northerly and Easterly around bounds of said Cemetery to point of beginning.

The contained land is bounded North by land of Thomas S. Brown in part and partly by Young Street cemetery; East by Young Street Cemetery in part and partly by town road known as Old Young Street and state Highway Route No. 196; South by land of Minnie M. Taylor in part and partly by land of David Preston, Jr. and partly by Young Street Cemetery and West by land of Minnie M. Taylor, and consists of a division of lot or parcel of land conveyed to the grantor by Hanora Cotter and described in the East Hampton Land Records Vol. 66 Page 63.

EXCEPTING THEREFROM:

a certain piece or parcel of land situated in the said Town of East Hampton, bounded and described as follows, to wit:-

Beginning at a highway boundary stone set about sixty feet and nine inches, Westerly on the North Wall of Young Street Cemetery (as indicated on Connecticut State Highway Department Right of Way Map, Town of East Hampton, Young Street from Haddam Town Line Northerly, Route 196, Map #41-14 and Sheet 4 of 7) the line runs NORTHERLY along Highway boundary line on Conn. Route #196 for a distance of four hundred (400) feet more or less to a bound pin set at the SOUTH-EASTERLY corner of land owned by Thomas S. Brown, thence WESTERLY along line of old stone wall and that line extended to a bound of Minnie M. Taylor's land; thence SOUTH-EASTERLY along land of said Minnie M. Taylor's property for a distance of four hundred (400) feet to a bound; thence EASTERLY along land of said Myer K. Taylor to the Highway boundary stone and point of beginning.

Said parcel of land is bounded NORTH by land of Thomas S. Brown; EAST by the Highway (Young Street) SOUTH by other land of said Myer K. Taylor and West by land of Minnie M. Taylor.

Being a portion of the premises described in the East Hampton Land Records Volume 66, Page 487.

AND EXCEPTING THEREFROM:

a certain piece or parcel of land, situated on the Westerly side of Old Young Street, in the Town of East Hampton, County of Middlesex, and State of Connecticut, and more particularly bounded and described as follows, to wit:

Commencing at a point in the westerly line of Old Young Street, which marks the northwesterly corner of the granted premises and the southeasterly corner of Young Street Cemetery; thence westerly along said Young Street Cemetery and other land of Myer K. Taylor, partly by each, in all four hundred (400) feet, to a point which marks the northwesterly corner of the granted premises; thence southerly along other land of Myer K. Taylor one hundred twenty-six (126) feet to a point which marks the southwesterly corner of the granted premises; thence easterly along other land of Myer K. Taylor and land now or formerly of David Preston, partly by each, in all four hundred (400) feet to a point in said westerly line of Old Young Street which marks the southeasterly corner of the granted premises; and thence northerly along the said westerly line of Old Young Street one hundred twenty-six (126) feet to the point or place of beginning; and bounded as follows:

Northerly by other land of Myer K. Taylor, four hundred (400) feet;

Easterly by Old Young Street, one hundred twenty-six (126) feet;

SOUTHERLY by land now or formerly of David Preston and other land of Myer K. Taylor, partly by each, in all four hundred (400) feet; and

Westerly by other land of Myer K. Taylor, one hundred twenty-six (126) feet;

and being a portion of the premises conveyed to Myer K. Taylor by deed of Irving W. Foster, dated June 8, 1949, and recorded in East Hampton Land Records, volume 66, page 487.

**TOWN OF EAST HAMPTON
AGENDA REPORT**

AGENDA ITEM: 9A

Item to be presented by: Jeff Jylkka

DATE: June 10, 2011

SUBJECT: Waste & Recycling Removal

DEPARTMENT: Finance

RECOMMENDED ACTION

Staff recommends that Town Council approve the Waste & Recycling Removal bid to All Waste Inc.

BACKGROUND

The current waste & recycling removal contract expires on June 30, 2011. A bid was sent soliciting proposals from prospective vendors. The bids were advertised on the State of Connecticut DAS web page. Two bids were received, publicly opened and read aloud on June 9, 2011. A bid summary is provided below. Our current vendor is All Waste Inc.

ALTERNATIVE ACTIONS

Select another vendor.

FISCAL IMPACT

Year One

Bid Number: 2011-0518			
Bid Opening: June 9, 2011 @ 10:00 am			
	All Waste Inc.	Willimantic Waste Paper	
Town	\$ 7,781.20	\$	17,976.15
Board of Education	\$ 20,931.34	\$	47,626.80
WPCA	\$ 4,800.00	\$	2,696.10
TOTAL	\$ 33,512.54	\$	68,299.05

**Nancy Hasselman, CCMC
Collector of Revenue
Town of East Hampton**

June 10, 2011

To: The East Hampton Town Council

Please find copies of tax refunds for your review. The total refunds equal \$598.78.

Thank you for your assistance.

Nancy Hasselman, CCMC

Nancy Hasselman, CCMC
Collector of Revenue

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151 • 03 +

59 • 36 +

168 • 64 +

168 • 34 +

5 • 20 +

46 • 21 +

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598 • 78 *

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